

Terms and conditions of service

Please read these Terms and conditions of Service carefully as they contain important information about your legal rights, remedies and obligations.

By accessing or using the Pharmstage Platform, you agree to comply with and be bound by these Terms of Service. Once you have registered on our platform (opened a Pharmstage account) you have explicitly agreed to these Terms of Service. Once you have sent an order or sent an order confirmation via our platform you have also explicitly agreed to these Terms of Service.

These Terms of Service will be updated time to time.

These Terms of Service (“Terms”) constitute a legally binding agreement (“Agreement”) between you and Pharmstage (as defined below) governing your access to and use of the Pharmstage website (Pharmstage.com), including any subdomains thereof, and any other websites through which Pharmstage makes the Pharmstage Services available (collectively, “Site”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, “Application”) and all associated services (collectively, “Pharmstage Services”). The Site, Applications and Pharmstage Services together are hereinafter collectively referred to as the “Pharmstage Platform”.

Where ever you reside in the world you are contracting with Pharmstage Pvt Ltd. (hereinafter referred to as “Pharmstage”).

Pharmstage Pvt. Ltd. is a company registered in the India, whose registered office is Mumbai, India.

Art 1 Pharmstage Services Art 1.1

The Pharmstage Platform is an online marketplace that brings together the domestic/global availability of pharmaceutical raw materials and Excipients in an extensive database.

All the communications between Buyers and Sellers are routed through Pharmstage Platform.

Producers/Manufacturers and Traders, either represented by legal entities or single person companies, of raw materials (“Supplier(s)”) can amongst others, after opening a Pharmstage account (“Pharmstage Account”), upload their product portfolio and quality documents only after approval of their account opening by Pharmstage.

Anyone who is interested to buy these products, either represented by legal entities or single person companies, (“Buyer(s)”) can search the extensive database and, after opening a Pharmstage Account, send inquiries to Suppliers in order to obtain quotations. Apart from this Buyers can after approval of the Supplier, download producer and product related documents and information.

Art 1.2

Buyers can upgrade any received inquiry to an order. After explicit confirmation of that order by the Supplier and by the Buyer, the order becomes final and is deemed to be accepted by both Buyer and Supplier. By doing so, both Buyer and Supplier agree that they have entered into a contract directly with each other. Pharmstage is not and does not become a party to this contract. Nor is Pharmstage a participant in any contractual relationship between Buyers and Suppliers, nor is Pharmstage

acting as an Agent in any capacity for any Buyer and/or Supplier.

Pharmstage is only involved in operating the Pharmstage Platform.

Art 1.3

Buyers and Suppliers and any other visitors of the website Pharmstage.com hereinafter together also refer to as “User(s)”.

Art 1.4

Pharmstage emphasis on the difference in quality of raw materials and offers this information in a clear and easy-to-use portal where Buyers and Suppliers are able to communicate with each other. Pharmstage.com is for information purposes only and wants to simplify and accelerate the process of purchasing pharmaceutical raw materials by offering this platform to the Users, supported by a comprehensive database. As a provider of the Pharmstage Platform, Pharmstage does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any product or quality documents from the Suppliers product portfolio. Only Suppliers are responsible for their listed product portfolio and quality documents. Pharmstage has no control over and does not guarantee the existence, quality, safety, suitability, or legality of any product of the product portfolio and or document of the quality documents of Suppliers and or information listed by Suppliers and or Buyers. Pharmstage does not endorse any Buyer or Supplier. Any references to a Buyer and or Supplier only indicate that the Buyer and or Supplier have completed a relevant verification and identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Pharmstage about any Buyer and or Supplier including the Buyer and or Supplier identity or background or whether the Buyer and or Supplier is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to enter into any contract with a

Buyer or Supplier and or send inquiries and or communicate online with a Buyer of Supplier.

Art 1.5

When you choose to use the Pharmstage Platform your relationship with Pharmstage is limited to being an independent, third-party facilitator, and not an employee, agent, joint venture or partner of Pharmstage for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Pharmstage.

Art 1.6

The Pharmstage Platform may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Pharmstage is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Pharmstage of such Third-Party Services.

Art 1.7

Due to the nature of the Internet, Pharmstage cannot guarantee the continuous and uninterrupted availability and accessibility of the Pharmstage Platform. Pharmstage may restrict the availability of the Pharmstage Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Pharmstage Platform. Pharmstage may improve,

enhance and modify the Pharmstage Platform and introduce new Pharmstage Services from time to time.

Art 2 Usage of the Pharmstage Platform Art 2.1

The website Pharmstage.com is a commercial website and as such, is not intended for children or minors. You must be at least 9 years old and able to enter into legally binding contracts to access and use the Pharmstage Platform or register a Pharmstage Account.

By opening a Pharmstage Account and accessing or using the Pharmstage Platform you represent and warrant that you are 9 or older and have the legal capacity and authority to enter into a contract on behalf of the Buyer or Supplier.

Except from this you declare that you are an employee/Owner of the company that you register.

Art 2.2

You also declare that you and the company you represent complies with any applicable laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Buyer and or Supplier services are dealing in any kind of Prohibited, Narcotics and Physcotic products as described by FDA.

Art 2.3

Pharmstage may make the access to and use of the Pharmstage Platform, or certain areas or features of the Pharmstage Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or ordering and cancellation history.

Art 2.4

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Buyer and or Supplier identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Buyer or Suppliers to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Buyers or Suppliers, (ii) screen Buyers or Suppliers against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Buyer or Supplier, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

Art 2.5

The access to or use of certain areas and features of the Pharmstage Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms of Service and additional terms and conditions applicable to a specific area or feature of the Pharmstage Platform, the latter additional terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

Art 3 Modifications of these Terms Art 3.1

Pharmstage reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Pharmstage Platform and update the “Last Updated” date at the top of

these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Pharmstage Platform will constitute acceptance of the revised Terms.

Art 4 Account Registration Art 4.1

You must register or claim an account (“Pharmstage Account”) to access and use certain features of the Pharmstage Platform, such as uploading your product portfolio and quality documents when you are a Supplier or sending inquiries and orders to Suppliers when you are a Buyer, or both. If you are registering a Pharmstage Account for a Buyer or Supplier or for both, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

Art 4.2

You can register a Pharmstage Account using an email address and creating a password.

You must provide accurate, current and complete information during the registration process and keep your Pharmstage Account profile page information up-to-date at all times.

Art 4.3

You may not register more than one (1) Pharmstage Account unless Pharmstage authorizes you to do so. You may not assign or otherwise transfer your Pharmstage Account to another party.

Art 4.4

You are responsible for maintaining the confidentiality and security of your Pharmstage Account credentials and may not disclose your credentials to any third party. You must immediately notify Pharmstage if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Pharmstage Account. You are liable for any and all activities conducted through your Pharmstage Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

Art 4.5

No third party is authorized by Pharmstage to ask for your credentials, and you shall not request the credentials of another Buyer or Supplier.

Art 5 Content Art 5.1

Pharmstage may, at its sole discretion, enable Buyers and Suppliers to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Pharmstage Platform (“Account Content”); and (ii) access and view Account Content and any content that Pharmstage itself makes available on or through the Pharmstage Platform, including proprietary Pharmstage content and any content licensed or authorized

for use by or through Pharmstage from a third party (“Pharmstage Content” and together with Account Content, “Collective Content”).

Art 5.2

The Pharmstage Platform, Pharmstage Content, and Account Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the India and other countries. You acknowledge and agree that the Pharmstage Platform and Pharmstage Content, including all associated intellectual property rights, are the exclusive property of Pharmstage and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Pharmstage Platform, Pharmstage Content or Account Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Pharmstage used on or in connection with the Pharmstage Platform and Pharmstage Content are trademarks or registered trademarks of Pharmstage in the India and other countries as it happens as time goes. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Pharmstage Platform, Pharmstage Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

Art 5.3

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Pharmstage Platform or Collective Content, except to the extent you are the legal owner of certain Account Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or

otherwise under any intellectual property rights owned or controlled by Pharmstage or its licensors, except for the licenses and rights expressly granted in these Terms.

Art 5.4

Subject to your compliance with these Terms, Pharmstage grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Pharmstage Platform and accessible to you, solely for your personal and non-commercial use.

Art 5.5

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Account Content on or through the Pharmstage Platform, you grant to Pharmstage a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Account Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Account Content to provide and/or promote the Pharmstage Platform, in any media or platform. Unless you provide specific consent, Pharmstage does not claim any ownership rights in any Account Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Account Content.

Art 5.6

You are solely responsible for all Account Content that you make available on or through the Pharmstage Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Account Content that you make

available on or through the Pharmstage Platform or you have all rights, licenses, consents and releases that are necessary to grant to Pharmstage the rights in and to such Account Content, as contemplated under these Terms; and (ii) neither the Account Content nor your posting, uploading, publication, submission or transmittal of the Account Content or Pharmstage's use of the Account Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Art 5.7

You will not post, upload, publish, submit or transmit any Account Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other company or person; (v) promotes illegal or harmful activities or substances; or (vi) violates Pharmstage's content policy or any other Pharmstage policy. Pharmstage may, without prior notice, remove or disable access to any Account Content that Pharmstage finds to be in violation of these Terms or Pharmstage's policies or standards, or otherwise may be harmful or objectionable to Pharmstage, its Account holders, third parties, or property.

Art 5.8

Pharmstage respects copyright law and expects its Account holders to do the same. If you believe that any content on the Pharmstage Platform infringes copyrights you own, please notify us.

Art 6 Service Fees and other Fees Art 6.1

Pharmstage collects the Service Fees charged by Pharmstage pursuant to the Pharmstage Terms. Where applicable, Pharmstage may also collect Taxes (such as GST) in respect of the Supplier fees.

Art 7 Problems and disputes between Buyers and Suppliers

Art 8 Accuracy of information and Disclaimer Art 8.1

Pharmstage presents producer and product related information about Suppliers, in the pharmaceutical supply chain, which they have supplied to Pharmstage for their promotional purposes. Pharmstage is provided on an as is basis and does not warrant the accuracy, completeness, reliability or timeliness of such information; nor does it warrant that it is fit for any particular purpose. If Users find any inaccurate information on Pharmstage please inform us at info@Pharmstage.com.

Art. 8.2

Pharmstage does not accept any liability for the veracity or accuracy of the information presented. Pharmstage does not endorse nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Pharmstage Platform. Any opinions, advice, statement, services, offer, or other information on the Pharmstage Platform are those of the Buyers and Suppliers and not of Pharmstage.com. No advice or information obtained from the Pharmstage Platform, whether written, by email or oral, will create any warranty or other

obligation by Pharmstage.com if not expressly stated in these Terms. Pharmstage strongly recommends Users of the Pharmstage Platform interested in purchasing raw material(s) from Suppliers, to make their own due diligence of the Suppliers and of the raw material(s) before entering a commercial transaction.

Art. 9 Copyright Art 9.1

Copyright and all intellectual property rights in the content of the Pharmstage Platform are either owned by or are licensed to Pharmstage Platform and the content is protected by such rights including, without limitation, by copyright and under trade mark laws. All content on the Pharmstage Platform, including but not limited to designs, text, graphics, pictures, video, information, content, organisation, compilation, digital conversion, applications, software, sound and other files and their selection and arrangement is and shall remain the property of Pharmstage Platform or of those Buyers and Suppliers whose content is uploaded to the website.

If a User of the website believes that intellectual property rights have been infringed, please notify Pharmstage.com at info@Pharmstage.com.

Art. 9.2

No Website Content may be modified, copied, distributed, downloaded, posted, transmitted, reproduced, framed, republished or sold in any form or by any means, in whole or in part, prior to Pharmstage.com written permission. User(s) may not create a database in electronic or structured manual form by systematically and/or regularly downloading, caching, printing and storing all or any of the material held within the website.

Art. 9.3

Buyers and Suppliers are granted a limited license to access and use the website and the Website Content and to download and print one copy of any portion of the Website Content to which you have properly gained access solely for use within your organization and for the purpose of identifying business opportunities in the pharmaceutical sector.

Art. 10 Communications between Buyers and Suppliers Art 10.1

Pharmstage.com will provide facilities which enable Buyers and Suppliers to communicate with each other via its Platform. In these communications both Buyers and Suppliers shall ensure that any such communication is truthful and accurate in all respects and that no such communication shall be inappropriate or objectionable. Buyers and Suppliers shall immediately comply with any request from any other Buyer or Supplier to stop communicating with them.

Art. 11 Access to the website Pharmstage.com Art. 11.1

Users are responsible for making all arrangements necessary to have access to the website of Pharmstage.com.

Art. 11.2

Access to the Website is permitted on a temporary basis as per the subscription availed. Pharmstage.com reserves the right to terminate Users access to the website or any part if it or to withdraw any of Pharmstage.com services at any time, without notice, for any reason (including without limitation any breach of these Terms).

Art. 11.3

While Pharmstage.com Endeavour's to ensure that the website is normally available 24 hours a day, Pharmstage.com shall not be liable if for any reason the website is unavailable at any time or for any period.

Art. 12 General Art 12.1

Any formal legal notices should be sent to Pharmstage.com by post at its legal address or by email. Failure by Pharmstage.com to enforce a right does not result in waiver of such right. Users may not assign or transfer their right under this agreement. Nothing in these Terms of Service is intended to, nor shall it, confer any benefit on a third party.

Art 13 Legal Jurisdiction Art 13.1

Indian Law shall apply to these Terms of Service, notwithstanding the jurisdiction where Users are based. Users irrevocably agree that the courts of the India shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms (including non-contractual claims of disputes) and for those purposes the parties irrevocably submit all disputes to the exclusive jurisdiction of the Indian court in Mumbai, provided that Pharmstage.com shall not be prevented from seeking any court order or judgment in any other court of competent jurisdiction.

Art 14 Further information Art 14.1

If Users have any questions regarding these Terms they may contact Pharmstage.com at Mumbai, India office or send an email to info@Pharmstage.com.